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October 1, 2015

VIA ECF

Honorable Vernon S. Broderick
Southern District of New York
Thurgood Marshall United States Courthouse
40 Foley Square, Room 415
New York, New York 10007

Re: Harriet Callier v. Fancy Hands, Inc., Civil Action No. 15 Civ. 2232 (VSB)

Dear Judge Broderick:

This office represents the Plaintiffs in the above-referenced action. We write, on behalf of all parties, in response to Your Honor's September 28, 2015 Order requesting additional information relating to the parties' settlements. (Dkt. No. 22). We address each of Your Honor's three (3) questions in turn.

1. Have any plaintiffs backed out of the settlement agreement?

No. All five (5) of the Plaintiffs remain committed to the settlement and are anxiously awaiting the Court's approval and subsequent payment of their settlement funds.

2. Was there more than one attorney working for Plaintiffs? If so, please provide the approximate hours and normal billing rates for each.

Two (2) attorneys from Pelton & Associates PC, Brent E. Pelton and Taylor B. Graham, worked for Plaintiffs on this matter. Mr. Pelton is a partner who bills at a rate of \$450 per hour and Mr. Graham is a senior associate who bills at a rate of \$300 per hour. Attached hereto as Exhibit A is a chart summarizing the fees and costs incurred by Plaintiffs' counsel in this matter, which were compiled from contemporaneous time records maintained by each attorney.

3. Are the agreements the same except for Callier's resignation provision in paragraph 9?

Yes. The settlement agreements contain the same basic terms and provisions for each of the five (5) plaintiffs with the one exception being the resignation provision that is contained within Ms. Callier's agreement at Section 9, for which Ms. Callier is receiving an additional settlement payment as separation pay. The settlement agreements are otherwise substantially similar in all respects, although Ms. Callier did request that certain changes be made in paragraph 10 regarding confidentiality and paragraph 20 regarding tax indemnification, which were made.

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With this additional information being provided to Your Honor, the parties reiterate their prior request that the Court find the agreements to be fair, adequate, and reasonable to the Plaintiffs, approve the settlement of this action, and dismiss the action with prejudice.

We appreciate Your Honor's attention to this matter. Should Your Honor have any questions regarding this submission, please feel free to contact the undersigned.

Respectfully submitted,

/s/ Taylor B. Graham

Taylor B. Graham, Esq. of
PELTON & ASSOCIATES PC

cc: All Counsel (via ECF)